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|---|----------------------------------|--|---|------------------------------------|-------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE | PAGE(S) 1 of 2 |
| 2. AMENDMENT/MODIFICATION NO. 154 | 3. EFFECTIVE DATE See Blk 16c | 4. REQUISITION/PURCHASE REQ. NO. See Blk 14 As Applicable | 5. PROJECT NO. (If applicable) | | |
| 6. ISSUED BY NASA Goddard Space Flight Center Wallops Flight Facility Wallops Island, VA 23337 | | 7. ADMINISTERED BY (If other than Item 6) | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) The Cube Corporation 45665 Willow Pond Plaza Sterling VA 20164 | | () | 9A. AMENDMENT OF SOLICITATION NO. | | |
| | | | 9b. DATED (SEE ITEM 11) | | |
| | | X | 10A. MODIFICATION OF CONTRACT/ORDER NO: NASS-01080 | | |
| CODE: | | FACILITY CODE: | | 10B. DATED (SEE ITEM 13): 07-26-01 | |

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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or a amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) PC/BNC: BX/GFG

TOTAL ESTIMATED COST: \$151,515,670.00 TOTAL CONTRACT FUNDING: \$111,195,996.35

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**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

| | |
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| () | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 42.103(b). |
| X | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.243-2 Changes - Cost Reimbursable |
| | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return 3 copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

1. The purpose of this modification is to revise clause B.7.

Deleted: SOW 10, Security Services to clarify the physical qualifications requirements in paragraph 10.16.2 and to revise Clause B-7, Award Term

(Continued on page 2)

| | | | |
|---|------------------|---|--------------------------------|
| 15A. NAME AND TITLED OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY Original Signed (Signature of Contracting Officer) | 16C. DATE SIGNED 02/28/2006 |

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Block 14 DESCRIPTION (Continued)

1. This modification is issued to correct calculation errors from Modification 117. The errors occurred in the calculations of Target, Minimum and Maximum Fee and Award Fee for the contract years AT 4, 5, and 6.
2. In addition, a correction is made to award fee for years AT 4, 5 and 6. The Cube Corporation's final cost proposal (b)(4) for the Award Fee in AT 4, 5, and 6. The math calculation of the figures originally in B7 is (b)(4). The Award Fee for those years now calculates to the original proposal at exactly (b)(4).
3. Replacement pages are attached.
4. This is a no cost modification.
5. No other changes to the subject contract are made by issuance of this modification.

Deleted: clarify SOW 10 regarding the Physical Qualifications for armed security personnel

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(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

(End of Clause)

B.6 ESTIMATED COST AND INCENTIVE/AWARD FEE

The total estimated cost for the WICC contract is defined as the sum of year 1-4 Baseline Target Cost and the IDIQ Minimum as adjusted by the aggregate estimated costs for all tasks issued during that period.

| BASELINE GOVERNMENT REQUIREMENTS | | | | |
|--------------------------------------|--------|--------|--------|--------|
| | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 |
| BASILENE TARGET COSTS | | | | |
| TARGET Incentive FEE | | | | |
| MINIMUM Incentive FEE | | | | |
| MAXIMUM Incentive FEE | | | | |
| UNDERRUN SHARE RATIO (Contractor) | | | | |
| (Government) | | | | |
| OVERRUN SHARE RATIO (Contractor) | | | | |
| (Government) | | | | |
| AWARD FEE | | | | |
| IDIQ MINIMUM (Award through AT 6) | | | | |
| IDIQ MAXIMUM (Award through AT 6) | | | | |

(Baseline requirements for the WICC are defined as the non-IDIQ portion of the effort. Baseline requirements are specifically identified in J-2 Appendix to the SOW)

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10.1. General Information¶

Introduction: The overall security mission of NASA's GSFC's WFF is the protection of federal Government assets (personnel, equipment, materials, facilities, and information) on the areas specified. Security services are required 24 hours per day, 365(366) days a year.¶

NASA's GSFC's WFF is the host organization. NASA's GSFC's WFF is responsible for maintaining a secure infrastructure that enables NASA and a variety of organizations to perform a wide range of federal, state, and commercial functions, all within the realm of public interest and benefit. Tenant activities with assets to be protected include, but are not limited to, federal and state agencies: Dept. of Commerce (NOAA), Dept. of Defense, (Navy, Surface Combat Systems Center (SCSC)) & (Navy, NAWC, Patuxent River, MD), Dept. of Transportation (USCG, Group Chincoteague), and the Commonwealth of Virginia, (Virginia Commercial Space Flight Authority). ¶

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B.7 Award Term

| | | | | | |
|---|------|--------|-----------------|------|--|
| | AT 1 | AT 2 | AT 3 | AT 4 | Deleted: 1 Formatted ... [3] Deleted: 1 ... [4] Formatted Table ... [5] Formatted ... [6] Formatted ... [7] Formatted ... [8] Formatted ... [9] Formatted ... [10] Formatted ... [11] Formatted ... [12] Formatted ... [13] Formatted ... [14] Formatted ... [15] Formatted ... [16] Formatted ... [17] Formatted ... [18] Formatted ... [19] Formatted ... [20] Formatted ... [21] Formatted ... [22] Formatted ... [23] Formatted ... [24] Formatted ... [25] Formatted ... [26] Formatted ... [27] Formatted ... [28] Formatted ... [29] Formatted ... [30] Formatted ... [31] Formatted ... [32] Formatted ... [33] Formatted ... [34] Formatted ... [35] Formatted ... [36] Formatted ... [37] Formatted ... [38] Formatted ... [39] Formatted ... [40] Formatted ... [41] Formatted ... [42] Formatted ... [43] Formatted ... [44] Formatted ... [45] Formatted ... [46] Formatted ... [47] Formatted ... [48] |
| BASELINE TARGET COSTS | | | | | |
| TARGET Incentive FEE | | | | | |
| MINIMUM Incentive FEE | | | | | |
| MAXIMUM Incentive FEE | | | | | |
| UNDERRUN SHARE RATIO (Contractor) (Government) | | (b)(4) | | | |
| OVERRUN SHARE RATIO (Contractor) (Government) | | | | | |
| AWARD FEE | | | | | |
| IDIQ MINIMUM (Award through AT 6) | | | \$1,000,000.00 | | |
| IDIQ MAXIMUM (Award through AT 6) | | | \$60,000,000.00 | | |
| | AT 5 | AT 6 | | | |
| BASELINE TARGET COSTS | | | | | |
| TARGET Incentive FEE | | | | | |
| MINIMUM Incentive FEE | | | | | |
| MAXIMUM Incentive FEE | | | | | |
| UNDERRUN SHARE RATIO (Contractor) (Government) | | (b)(4) | | | |
| OVERRUN SHARE RATIO (Contractor) (Government) | | | | | |
| AWARD FEE | | | | | |
| IDIQ MINIMUM (Award through AT 6) | | | \$1,000,000.00 | | |
| IDIQ MAXIMUM (Award through AT 6) | | | \$60,000,000.00 | | |

The calculation percentages are as follows:

| | | |
|-----------|-------------|---------------------|
| a. | Target Fee | Contract Years 1-7 |
| b. | Target Fee | Contract Years 8-10 |
| c. | Minimum Fee | Contract Years 1-7 |
| d. (b)(4) | Minimum Fee | Contract Years 8-10 |
| e. | Maximum Fee | Contract Year 1 |
| f. | Maximum Fee | Contract Years 2-7 |
| g. | Maximum Fee | Contract Years 8-10 |

Award Term Fees

| | | |
|-----------|-----------|---------------------|
| h. | N/A | Contract Years 1-2 |
| i. (b)(4) | Award Fee | Contract Years 3-7 |
| j. | Award Fee | Contract Years 8-10 |

The Award Term amounts specified herein, if earned in accordance with the terms and conditions of this contract, shall augment the base previous contract period amount in Clauses B.6 and B.8 respectively.

(End of Clause)

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10.7.2. Plant Protection and Protection of Property¶

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10.0 SECURITY SERVICES

10.1 General Information

Introduction: The overall security mission of NASA's GSFC's WFF is the protection of federal Government assets (personnel, equipment, materials, facilities, and information) on the areas specified. Security services are required 24 hours per day, 365(366) days a year.

NASA's GSFC's WFF is the host organization. NASA's GSFC's WFF is responsible for maintaining a secure infrastructure that enables NASA and a variety of organizations to perform a wide range of federal, state, and commercial functions, all within the realm of public interest and benefit. Tenant activities with assets to be protected include, but are not limited to, federal and state agencies: Dept. of Commerce (NOAA), Dept. of Defense, (Navy, Surface Combat Systems Center (SCSC)) & (Navy, NAWC, Patuxent River, MD), Dept. of Transportation (USCG, Group Chincoteague), and the Commonwealth of Virginia, (Virginia Commercial Space Flight Authority).

Requirement:

The Contractor shall furnish all labor, supervision, materials, equipment, transportation, and management necessary to provide security services in accordance with security references, instructions, directives, and the requirements specified herein. These services include, but are not limited to guard services, perimeter security, access control, receptionist services, visitor control, badging, traffic control, locksmith services, accident investigations, and assistance with criminal investigations.

The Contractor shall provide sufficient relief to allow for meal and rest breaks, and must ensure that all uniformed posts have continuous coverage during breaks in accordance with this contract. The supervisor or any other security guard assigned to another "fixed" post (as defined in the contract) may not be used for this purpose.

The Contractor shall perform all work in accordance with references, directives, "Government-approved operations procedures plans", Security Standard Operating Procedures (SOP) and this subsection.

The Contractor shall comply with all applicable codes and regulations governing security guard services in the Commonwealth of Virginia.

The Contractor shall comply with all directives/references, and applicable SOPs in the performance of this contract. The Contractor shall maintain a current copy of the SOP at each guard post or position. A detailed review of the SOP shall be provided as part of each employee's initial training and each time the SOP is modified. No employee shall be assigned to duty unless he/she is thoroughly knowledgeable of and understands the SOP. The SOP will be modified periodically to reflect required changes in the Government's guard services policies and procedures. Special Orders are short term or one-time changes to the SOP. The current or most recent edition will be used. Should a mandatory directive/reference be revised, the Contractor shall comply with the requirement of the revision at no additional cost to the Government, unless such changes result in an increase or decrease in contract requirements. Where directives or references between agencies appear to specify different

requirements, directives of the agency that is the direct recipient of the service will be used, as applicable. Where directives or references provided by different agencies address requirements applicable to safety, the more stringent requirement will be the standard, unless otherwise specified by the cognizant Government agency representative.

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Incidents involving serious injury or death, catastrophes, major accidents, fires, crimes, terrorist incidents, or which involve a serious breach of security, or other incidents that the Government may designate to the Contractor, require a preliminary verbal report within 5 minutes of Contractor notification of the incident, to the CO. Deliverables listed here and elsewhere in the contract must be presented not more than 24 hours after a routine incident. Specified complex deliverables must be presented to the Government within 5 working days, or as mutually agreed to by the Government and the Contractor with unique, longer-term requirements.

Standard: All requirements are performed accurately, in a timely manner, and in accordance with all references, directives, and SOPs.

10.2 Security Management, Supervision, and Administrative Services (Category 1)

Requirement: The Contractor shall:

Operate a security headquarters to perform the administrative support for guard services, badging, support for personnel security, fingerprinting of personnel, and other administrative functions.

Brief all security personnel on any pertinent information pertaining to their post/position.

Inspect security personnel for uniform and appearance standards.

Establish a Reception Center and Identification Section in Building N-127 for employees and visitors entering the WFF. The Reception Center (Building N-127) is located at the entrance to the Main Base. All badging and fingerprinting are done at this location and visitors to the WFF are processed here for access to the Main Base, the Mainland, and Wallops Island. The Reception Center shall be staffed continuously, 24 hours per day, 7 days per week, 365(366) days per year. The Identification Section shall be staffed continuously during normal business hours, 0730 to 1615.

Establish a satellite Reception Office in the Navy headquarters, Building R-30, to operate Monday through Friday during normal working hours.

Provide employee/visitor control for the WFF. Operate, maintain, and control a system of identification for employees, visitors, and vehicles. Includes issuance and database maintenance of badges/keycards.

Provide badge/keycard assembly, issuance, and tracking.

Operate a security management information system with responsibility of entering data, maintaining databases, and providing reports on locks/keys, badges, keycards, decals, employee files and incident reporting systems. This Security Information System includes but is not limited to the Security Information System (SIS), the Locator Information Services Tracking System (LISTS), the Electronic Access Control and Intrusion Detection Systems (EACIDS), and internal databases. (Category 1)

Prepare and issue temporary, permanent, and visitor badges to employees and visitors.

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Standard: All requirements are performed accurately, in a timely manner, and in accordance with all references, directives, and SOPs.

10.2.1 Identification Section Services

Requirement: The Contractor shall:

Prepare and issue permanent, temporary, and visitor badges using SIS and LISTS. Prepare and issue keycards using EACIDS. The Government provides the databases. The control of badges/keycards shall include logging, reporting, and filing all transactions and invalidating all lost and/or unaccounted for badges/keycards.

Provide notice to Contractors and tenants of expired badges and keycards, including follow-up; provide coordination of foreign national visitors; support meetings with badging services at locations on the WFF; and process other badges as required.

Ensure all Government-furnished equipment and materials issued by the Goddard Security Office (e.g., badges, keys, keycards, etc.) are returned and/or accounted for at the time of an employee's termination. SIS, LISTS, and EACIDS shall be continually maintained with status changes for individuals.

Information shall be entered into SIS and EACIDS and updated in LISTS with no errors. Corrections shall be made immediately when notified of errors and/or changes.

Standard: All requirements are performed accurately, in a timely manner, and in accordance with all references, directives, and SOPs.

10.2.2 Fingerprinting Services

Introduction: It is a requirement that WFF personnel be fingerprinted for the purpose of the Government conducting background investigations.

Requirement: The Contractor shall fingerprint WFF personnel when required by the CO.

Standard: All requirements are performed accurately, in a timely manner, and in accordance with all references, directives, and SOPs.

10.2.3 Lost and Found

Introduction: Found personally-owned property is generally turned into the Facility Operations Manager of the building in which the item was found. However, found property may be turned into the WFF Security Office as well.

Requirement: The Contractor shall:

- a. Provide a central lost and found.

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- b. Maintain a list of lost items, accept found items, and secure them until they can be transferred to authorized personnel or to the CO for disposition.

Be fully responsible for items in the Contractor's possession.

Make every effort to identify the owner and return the property to its rightful owner in a timely manner.

Document and record the recovery, track the item, and arrange for the appropriate disposition.

Standard: All requirements are performed accurately, in a timely manner, and in accordance with all references, directives, and SOPs.

10.3 Security Surveys/Inspections

Requirement: The Contractor shall:

Conduct physical security surveys and inspections to identify security weaknesses and recommend appropriate safeguards and physical security devices.

Conduct preliminary investigations of reported thefts, to include gathering information, interviewing witnesses, taking statements, and preparing appropriate reports of investigation.

Assist in law enforcement interagency liaison to include plans and agreements with local law enforcement agencies.

Provide investigative support to conduct incident and special investigations.

Assist in the presentation of and conduct security awareness/crime prevention briefings to WFF employees.

Standard: All requirements are performed accurately, in a timely manner, and in accordance with all references, directives, and SOPs.

10.4 Operations Procedures Plan

Requirement: The Contractor shall develop an Operations Procedures Plan for the provision of security services at WFF. The objective is to perform security services in accordance with written and bound procedures to ensure that WFF is provided quality, reliable and efficient security services. The plan shall be developed using the following guidelines: (1) existing NASA, GSFC, WFF, and Navy SCSC Security SOPs, (2) federal guidelines specified in the U.S. Code for NASA, DOC, DOT, and DOD authority and jurisdiction. The Plan shall address:

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Any special instructions and Security SOPs to be used in performing security services at WFF, observations to be made, special rounds and patrols, escort procedures including VIPs, procedures for various threat conditions, procedures for handling traffic accidents and criminal activity and emergency conditions.

Radio procedures, call signs, and various points of contact.

Schedules for known recurring work, such as roving patrols and the posting of guards.

Safety and accident procedures.

Submit a draft initial plan to the Contracting Officer (CO) for approval at least thirty (30) days prior to the contract start date. The initial Plan should incorporate existing WFF and Navy SCSC documentation, procedures, and standards pertinent to this subsection. The Contractor shall review the Plan at least quarterly, make updates, and resubmit the updated Plan (or a written memorandum validating that the existing plan is still accurate in all respects) to the CO for approval by the third work day of the start of each quarter. Deviation from the approved Operation Procedures Plan and SOPs is acceptable only with the approval of the CO.

Provide input into drafting new Government operating procedures for consideration by the Government.

Standard: The Contractor shall perform all Requirements accurately, in a timely manner, and in accordance with all references, directives, and SOPs.

10.5 Training

Requirement: The Contractor shall:

Provide for the training of uniformed guards, receptionists, and locksmiths.

Ensure that all security personnel shall be trained in accordance with the requirements listed herein.

Develop, implement, manage, and enforce a training program for all security force personnel, including uniformed, supervisory, administrative, and technical personnel, to include on-the-job training, an orientation training program for new employees, a refresher/in-service training program for all security personnel.

Submit, within 10 calendar days after contract award, the proposed training plan to the CO for review and approval. The training plan shall include the following, at a minimum, for Orientation, In-Service, and Firearms Proficiency Training (if applicable) requirements:

Name and location of training facilities. If training facility is not an institute accredited to provide such training, names and qualifications of instructors shall be included.

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Dates/Times training courses are to be presented.

The Government reserves the right to reject the training plan if it determines that training facilities are inadequate and/or instructors are not qualified to provide such training. If the training plan is rejected, the Contractor shall submit a new training plan within 10 calendar days. Revisions to the approved training plan shall be submitted to the CO for review/approval within five calendar days of such revision. In the event of personnel turnover, new Contractor employees must complete training under the Contractor's then current training plan. The Government reserves the right to audit all or part of Contractor provided training courses.

In-service training. Written verification that all personnel have successfully completed all required training. Provide each employee with 40 hours of required initial (orientation) training and 24 hours of annual training must be submitted to the CO within 3 working days of completed training. Orientation training must be completed within 30 days from date of hire.

Standard: All requirements are performed accurately, in a timely manner, and in accordance with all references, directives, and SOPs.

10.6 Access Control

Introduction: The purpose of access control is to limit access to the WFF and its facilities to authorized personnel and vehicles. It is the policy of NASA to regulate visits and control visitors to NASA installations. To accomplish this objective, formal requirements and procedures have been established for authorized access and identification. All personnel are required to present to the guard upon entry and will display at all times while on Center an authorized, valid NASA, GSFC, or WFF identification badge.

Requirement: The Contractor shall provide access control at NASA's GSFC's WFF in accordance with Security SOPs and the following paragraphs:

Protect security areas against unauthorized access.

Deter and report unauthorized personnel or vehicular entry into areas designated by the CO.

Control access to the WFF by assuring positive identification by verification of authorized identification media.

The Contractor shall provide uniformed personnel to control access and direct traffic to the WFF at the Main Gate and at the Wallops Island Gate 24 hours a day, 365(366) days a year. The Contractor shall deter and/or prevent all unauthorized persons and vehicles from gaining or attempting to gain access to the WFF.

The Contractor shall also open and staff other gates for authorized access.

The Contractor shall not allow unauthorized access to the facility or compromise of secure/classified resources.

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Authorized personnel or vehicles shall be allowed entry within one minute after arrival and the Contractor shall minimize traffic congestion during peak periods of personnel arrivals and departures.

All work shall be performed in accordance with the NPG 1620.1, Security Procedures and Guidelines; GHB 1600.1, GSFC Security Manual; and all other applicable NASA, GSFC, and WFF regulations, policies, and procedures.

All gates shall be closed to inbound traffic and locked, and an "all secure" report made in accordance with the specific procedures contained in the SOP within two minutes of notification by the shift supervisor. Authorization for closing the gates remains with the Government.

All gates shall be closed to outbound traffic and locked, and an "all secure" report made in accordance with the specific procedures contained in the SOP within two minutes of notification by the shift supervisor. Authorization for closing the gates remains with the Government.

The Contractor shall lock and unlock gates, buildings, and rooms and shall respond to lock/unlock requests within 15 minutes (emergency situations or other unforeseen operational requirements may occasionally delay this service).

The Contractor shall maintain a record of all nonscheduled gate/building/room openings/closings.

Standard: All requirements are performed accurately, in a timely manner, and in accordance with all references, directives, and SOPs.

10.6.1 Visitors

Introduction: Access to the GSFC is restricted to authorized personnel. Persons who are not in possession of a valid NASA, GSFC, or WFF identification badge, shall be processed as visitors.

Requirement: Visitors shall be processed and badges shall be made and issued in the Reception Center or other area designated by the CO. The Reception Center and the designated Navy Satellite Reception Office shall be staffed with personnel skilled in communicating and dealing with the public and knowledgeable in the policies and procedures for visitors' access onto the WFF. All visitors shall be processed through these facilities as quickly as possible and shall be approved and authorized prior to being permitted access onto the WFF.

Standard: All requirements are performed accurately, in a timely manner, and in accordance with all references, directives, and SOPs.

10.6.2 Visit Requests

Introduction: Visit Requests (or Visit Authorization Letters) when it is anticipated that classified information will be disclosed during a visit to the WFF.

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Requirement:

The Contractor shall receive visit requests and/or clearance verifications from Contractors and visitors from other federal agencies or private organizations and provide level of clearance verification in response to telephonic requests. A copy of the Visit Request shall be forwarded to the NASA point of contact.

The Contractor may be required to provide access control to other areas on the Center; i.e., Range Control Center and/or conference rooms during classified operations/meetings. A list of names of authorized personnel is generally provided to assist security personnel in knowing who is authorized access to the areas.

Information from the visit requests and clearance verifications shall be maintained in the electronic database in accordance with the SOPs.

Standard: All requirements are performed accurately, in a timely manner, and in accordance with all references, directives, and SOPs.

10.6.3 Foreign National Visits

Introduction: Foreign National Visitors are authorized access onto the WFF only with the prior approval of the CO.

Requirement: The Contractor shall coordinate visits by foreign nationals and shall prepare and issue appropriate badges.

Standard: All requirements are performed accurately, in a timely manner, and in accordance with all references, directives, and SOPs.

10.6.4 Airport Security

Introduction: The WFF airport is used by NASA and other federal government employees, military personnel, private businesses, and the general public for the landing of aircraft (either on a routine, one-time, or emergency basis).

Requirement: The Contractor shall coordinate visits for visitors/project personnel arriving by aircraft and shall prepare and issue appropriate badges.

Standard: All requirements are performed accurately, in a timely manner, and in accordance with all references, directives, and SOPs.

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10.7 Roving Patrol, Fixed Posts, and Perimeter Security

Introduction: Security Patrols are required 24 hours a day, 7 days a week. To deter crime, security forces place priority on preventive patrolling, but enough resources must be available to permit such patrols to respond to incidents. Continuous response will be needed on both the Main Base and Wallops Island.

Requirement: The Contractor shall:

Provide sufficient labor, materials, and equipment to perform roving security patrols 24 hours a day, 7 days a week to endeavor to maintain a secure facility (e.g., to deter theft, break-ins, vandalism, etc.).

Conduct periodic welfare checks of employees and other personnel authorized to work after normal duty hours. The checks will be made especially in remote areas or where employees are working alone. Routine reports of these checks will be made and problems or unsafe conditions shall be reported immediately in an Incident Report.

Protect all unsecured classified material, precious metals, monies, etc. until secured in accordance with appropriate directives, requirements, or guidelines, and shall report all violations to the CO by the beginning of the next business day.

Perimeter. As a minimum, one patrol shall be made of the entire WFF perimeter each 8-hour period to detect unauthorized entry (attempted or actual). Routes shall be varied in order not to establish a set pattern.

Hazardous Storage Areas. A walking patrol shall be maintained in the hazardous storage areas following the routes and specific procedures specified in the SOP. The SOP for Hazardous Storage Area will include HAZCOM training requirements.

Building/Equipment Checks. Security checks shall be made at least once during each 8-hour period of all buildings and pieces of equipment identified in the SOP. While such checks are primarily to detect unsecured facilities, the patrol shall also immediately report fire, flooding, or other condition that could result in damage to buildings/equipment or injuries to personnel. Such checks shall specifically include classified materials storage areas, weapons and munitions storage areas, safes, and other areas specifically identified in the SOP. The patrol guard(s) shall also turn off unnecessary lights and appliances and close windows/doors to conserve energy. The Contractor's employees shall not disturb papers on desks, open desk drawers or cabinets, erase blackboards, or use Government equipment except as authorized.

Standard: All requirements are performed accurately, in a timely manner, and in accordance with all references, directives, and SOPs.

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10.7.1 Posts/Positions

Requirement: The Contractor shall provide staffing for the following posts and positions.

| Post Location/Description | Times Manned |
|---|-----------------|
| Main Gate-Fixed, Bldg. N128 | 24 hours |
| Wallops Island Gate-Fixed, Bldg. U10 | 24 hours |
| Security Roving Patrol, Main Base | 24 hours |
| Security Roving Patrol, Wallops Island and Mainland | 24 hours |
| Security Guard-Fixed, Bldg. V24 | 24 hours |
| Security Guard-Roving, Bldg. V24 | 24 hours |
| Security Guard-Fixed, Bldg. V10/V20 | 24 hours |
| Security Guard-Roving, Bldg. V10/V20 | 24 hours |

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BASELINE GOVERNMENT REQUIREMENTS

| | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 |
|-----------------------|------------|------------|------------|------------|
| BASELINE TARGET COST | 14,559,856 | 13,866,792 | 14,150,183 | 14,500,000 |
| | | | | |
| TARGET Incentive FEE | 800,792 | 762,674 | 778,260 | 794,150 |
| | | | | |
| MINIMUM Incentive FEE | 520,515 | 495,738 | 505,869 | 520,515 |
| | | | | |
| MAXIMUM Incentive FEE | 1,102,909 | 1,067,742 | 1,089,564 | 1,114,665 |
| | | | | |

| | | | | |
|-------------------------|---------------|----------|----------|---------|
| UNDERRUN SHARE RATIO | 40% CUBE | 40% CUBE | 40% CUBE | 40% |
| | 60% GOVT | 60% GOVT | 60% GOVT | 60% |
| OVERRUN SHARE RATIO | 35% CUBE | 35% CUBE | 35% CUBE | 35% |
| | 65% GOVT | 65% GOVT | 65% GOVT | 65% |
| AWARD FEE | N/A | N/A | 849,011 | 870,101 |
| IDIQ MINIMUM | 1,000,000.00 | | | |
| IDIQ MAXIMUM | 60,000,000.00 | | | |

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| | | AT 1 | AT 2 | AT 3 | |
|--------------------------|---------------|------------|------------|------------|--------|
| BASLINE TARGET COST | | 14,701,442 | 14,964,671 | 15,290,319 | 15,537 |
| | | | | | |
| TARGET Incentive FEE | | 808,579 | 823,057 | 840,968 | 46 |
| MINIMUM Incentive FEE | | 525,577 | 534,987 | 546,629 | 30 |
| MAXIMUM Incentive FEE | | 1,132,011 | 1,152,280 | 1,177,355 | 65 |
| UNDERRUN SHARE RATIO | 40% CUBE | 40% CUBE | 40% CUBE | | |
| | 60% GOVT | 60% GOVT | 60% GOVT | | 6 |
| OVERRUN SHARE RATIO | 35% CUBE | 35% CUBE | 35% CUBE | | |
| | 65% GOVT | 65% GOVT | 65% GOVT | | 6 |
| AWARD FEE | | 882,087 | 897,880 | 917,419 | 46 |
| IDIQ MINIMUM | \$ 250,000 | | | | |
| IDIQ MAXIMUM | \$ 15,000,000 | | | | |

| | | AT 5 | AT 6 |
|--------------------------|--|------------|------------|
| BASLINE TARGET COST | | 15,833,502 | 16,134,791 |
| | | | |
| TARGET Incentive FEE | | 475,005 | 484,044 |
| MINIMUM Incentive FEE | | 308,753 | 314,628 |
| MAXIMUM Incentive FEE | | 665,007 | 677,661 |

| | | |
|----------------|---------------|---------------|
| UNDERRUN SHARE | 40% CUBE | 40% CUBE |
| RATIO | 60% GOVT | 60% GOVT |
| OVERRUN SHARE | 35% CUBE | 35% CUBE |
| RATIO | 65% GOVT | 65% GOVT |
| AWARD FEE | 475,005 | 484,044 |
| IDIQ MINIMUM | \$ 250,000 | \$ 250,000 |
| IDIQ MAXIMUM | \$ 15,000,000 | \$ 15,000,000 |

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10.7.2 Plant Protection and Protection of Property

Requirement: The Contractor shall:

Report fire and safety violations to include, but not limited to, coffeepots left on, overheated/"smoking" equipment, and the like.

Report hazardous conditions and items in need of repair to include, but not limited to, inoperative lights or equipment, broken or slippery floors and walks, substance or chemical spills, and the like.

Deter and report damage, pilferage, removal, secreting, misappropriation, misuse, larceny, theft, or other improper or unlawful threats to, or disposition of, Government or personal property or acts of espionage, sabotage, or wrongful destruction within the WFF and designated area(s).

Conduct inspections of hand-carried items (e.g., briefcases, purses, packages, etc.) upon entry to or exit from the WFF.*

Endeavor to prevent the occurrence of fires, explosions, collapses, and other catastrophes. In such an event, the Contractor shall summon appropriate response forces and then notify Government personnel as identified in the SOP; assist in minimizing the effects thereof; and assist in restoring the area to a safe condition.

The Contractor shall conduct inspections of any persons, including property in the persons' possession or control, as a condition of admission to, or continued presence on, the WFF. When required, inspections shall be conducted only by NASA Specialists or security force personnel approved by the CO. *

Only upon future determination of CO to implement such policy.

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Standard: All requirements are performed accurately, in a timely manner, and in accordance with all references, directives, and SOPs.

10.8 Classified Document Distribution and Destruction

Introduction: At least once annually, the WFF reviews its classified material holdings for the purpose of reducing to an absolute minimum the quantity on hand at any given time.

Requirement:

The Contractor shall deliver classified documents to personnel on the WFF. The Contractor shall destroy classified and sensitive documents. The Contractor shall operate and maintain WFF's Classified Material Destruction Facility (the pulverizer).

The Contractor shall immediately distribute classified documents and those identified for destruction shall be destroyed within 30 working days.

All contract employees assigned to or working in this facility shall have the proper security clearance and shall be trained in document control and/or GSFC's procedures for classified material control.

Standard: All requirements are performed accurately, in a timely manner, and in accordance with all references, directives, and SOPs.

10.9 Monitoring of Electronic Security Systems

Requirement: The Contractor shall:

Provide security support to monitor the EACIDS.

Provide intrusion alarm and CCTV monitoring.

Be capable of communicating with the Contractor's communications base station so that the appropriate authorities may be contacted within the time frames specified in the SOP and a guard may be dispatched by the Contractor to the site of the alarm or attempted misuse of a keycard.

Standard: All requirements are performed accurately, in a timely manner, and in accordance with all references, directives, and SOPs.

10.10 Intentionally Left Blank.

10.11 Emergency Response

Requirement: The Contractor shall:

Provide emergency response services 24 hours a day, 7 days a week, including holidays.

Respond to duress alarms, calls for assistance, and all intrusion detection and other security alarms.

Respond immediately to situations in which an individual's safety is jeopardized or when a crime has been committed or is in progress.

Take immediate action in response to, and mitigation of, emergency situations.

Respond to emergency situations within five (5) minutes.

Report all pertinent aspects of all incidents that constitute violations of security regulations. Reports that reflect investigation of irregular activities, major incidents, and traffic accidents will be submitted daily to the Government.

Provide an employee recall system with the capability of contacting and recalling off-duty guard force personnel. Personnel shall be onsite within 30 minutes of the Contractor's receipt of the CO's recall authorization.

Emergency response forces shall be called immediately in crisis situations. The Contractor shall summon appropriate response forces and then notify Government personnel as identified in the SOP; assist in minimizing the effects thereof; and assist in restoring the area to a safe condition. Situations that may result in recalls include bomb threats, fires, terrorist incidents, natural catastrophes, civil disturbances, or other large gatherings of people where, in the opinion of the CO, a threat exists to life and property.

Safeguard personnel, deter the commission of crimes against persons, summon appropriate response forces, and assist those response forces as required.

Detain unauthorized persons for release to appropriate law enforcement authorities.

Provide patrols for the protection of people and inspection for unsecured and/or hazardous conditions of facilities at installation(s) with multiple buildings, docks, and storage areas.

Provide support to Government personnel in preparation for natural disasters and shall also provide post-disaster

support/services as authorized by the CO to assist personnel in returning to normal operations.

Standard: All requirements are performed accurately, in a timely manner, and in accordance with all references, directives, and SOPs.

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10.12 Escort Service

Introduction: The Contractor shall provide security for special security situations or incidents, in special circumstances, and/or the support of security administrative or technical personnel.

Requirement: The Contractor shall:

Escort personnel within specifically identified areas, as required.

Provide, upon request, appropriate security personnel to act as an escort for special events and situations, including, but not limited to, money transfers on WFF, special foreign nationals, construction or janitorial personnel in secured or restricted areas, and the like.

Provide sufficient and appropriate security personnel to comply with any and all special security requests of the CO.

Provide appropriate security personnel to perform distinguished visitor protection for those designated by the U.S. Secret Service, Department of State, or other responsible agency to the President of the United States, Vice President of the United States, visiting dignitaries, or other designated individuals while on the WFF.

Standard: All requirements are performed accurately, in a timely manner, and in accordance with all references, directives, and SOPs.

10.13 Traffic Direction, Parking Control, and Monitoring

Introduction: Traffic control requirements are established to protect people and property on the WFF. The WFF traffic control program applies to all personnel operating any type of motor vehicle and/or bicycle. Motor vehicle laws for general traffic enforcement are based on state laws. Drivers are required to obey the vehicle laws of the Commonwealth of Virginia whether or not those laws are stated as offenses on Center; the violation of any such laws will be enforced.

Requirement: The Contractor shall:

Enforce the traffic regulations.

Direct traffic in emergency and special situations and at peak traffic hours on the WFF to maintain control in the flow and movement of vehicles and personnel.

Deter and report violations of base regulations, and enforce parking regulations, as required.

Monitor parking areas to ensure vehicles are properly parked, properly registered, and all fire lanes are unobstructed.

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Issue Traffic Violation Notices (tickets) and track all tickets issued, maintain ticket information in the SIS, monitor and enforce GSFC's Traffic Violation Notice Program and Point System, and notify personnel of violations posted, impending suspensions, and suspensions of driving privileges on the WFF.

Perform random speed control (radar) checks on various roads on the WFF.

Issue tickets and assess points in accordance with references. All tickets shall be provided to the Government for final approval on the next business day as required by the CO.

Respond to all motor vehicle accidents on the WFF providing "first response" support and aid to those involved. The Government shall be notified immediately of any serious injury or death.

Provide support to those involved in the accident and to emergency medical technician support, and shall notify appropriate authorities for fire, rescue, and law enforcement support. A report of each motor vehicle accident shall be completed and submitted to the Government by the beginning of the next workday.

Report abandoned vehicles promptly and request Government approval prior to towing or removal of any vehicle from the facility.

k. The Contractor shall provide special escorts to emergency vehicles, special vehicles; e.g., those transporting rocket motors, etc., while they are on the WFF, and any related special traffic direction or control methods, measures, or techniques as necessary or required in conjunction with the mission of the GSFC.

Standard: All requirements are performed accurately, in a timely manner, and in accordance with the Virginia Motor Vehicle Laws and all references, directives, and SOPs.

10.14 Flag Detail

Requirement: The Contractor shall:

- a. Raise and lower the United States and NASA flags, and all other flags as directed, on the flag poles at the following locations: the flagpole array in front of building E-2; the Main Base entrance gate, the end of the Island causeway, the Visitor's Information Center.
- b. Raise the flags no earlier than sunrise and no later than 8:00 a.m. and shall be lowered at sunset.
- c. Ensure that appropriate lighting (where provided) is functioning on the flagpoles during the hours of darkness.
- d. Raise the appropriate shuttle pennant on the flagpole array across from building E-2 once the shuttle has achieved orbit, during space shuttle missions. The shuttle flags/pennants shall be flown 24 hours/day until the space shuttle lands.

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- e. Ensure the flags are not weather worn, faded, torn, etc.

Notify the Government when replacements are necessary.

Standard: All requirements are performed accurately, in a timely manner, and in accordance with all references, directives, and SOPs.

10.15 Launch, Project, and Special Event Support

Requirement: The Contractor shall:

Provide an adequate number of uniformed personnel to safeguard assets in support of the facility's and tenants' missions and projects. Launch support shall be provided in the form of roving building and/or launch pad patrols, motor vehicle patrols of support facilities and monitoring of alarms activated during launch period and operations.

Provide additional accepted guard force personnel for special details/events.

As directed by CO, provide cleared security detail

Standard: All requirements are performed accurately, in a timely manner, and in accordance with all references, directives, and SOPs.

10.16 Personnel Requirements

10.16.1 Standards of Conduct

Requirement: The Contractor shall:

Maintain satisfactory standards of employee competency, conduct, appearance, and integrity, and for taking such disciplinary action against his/her employees as may be necessary. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, the WFF, and the Federal Government. The Government reserves the right to direct the Contractor to remove an employee from the work site for failure to comply with the standards of conduct.

Initiate immediate action to replace such an employee to maintain continuity of services at no additional cost to the Government.

Ensure that all contract employees comply with the military-style hair/beard/mustache length and style requirements as specified in Navy Uniform Regulations.

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The CO reserves the right to determine a security guard to be unfit for duty based upon misconduct or delinquency, such as the examples listed below:

Violation of the Rules and Regulations for Government Buildings and Grounds (FPMR 101-20.3).

Neglect of duty, including sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during official duty time, and refusing to render assistance or cooperate in upholding the integrity of the security program at the WFF.

Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.

Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting. Also, participation in disruptive activities which interfere with the normal and efficient operations of NASA, GSFC, or WFF.

Theft, vandalism, immoral conduct, or any other unethical or criminal actions.

Selling, consuming, possessing, or being under the influence of intoxicants, drugs, or substances that produce similar effects, while on duty.

Unethical or improper use of official authority or credentials.

Unauthorized use of communications equipment or Government property.

Violations of security procedures or regulations.
Recurring tardiness or failure to appear for duty.
Failure to report to appropriate security officials any unauthorized security activity, observed or otherwise known to have occurred, or which is about to occur, on or which could affect NASA, GSFC, or WFF.
Misuse of weapons.

Standard: All requirements are performed accurately, in a timely manner, and in accordance with all references, directives, and SOPs.

10.16.2 Employment Suitability and Qualifications

Requirement: The Contractor shall ensure that, prior to assignment to the Contractor's security force, an individual shall meet the following suitability criteria:

Education. Possess a high school diploma or GED. Possess the knowledge and ability to perform all required guard services duties. Must be able to read, write, and speak English.

Felony Convictions. Have no felony convictions and no convictions that reflect on the individual's reliability or judgment.

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Military Service. In the event an applicant has served in the military services, discharge from past tenure of service must be honorable. A copy of the Honorable Discharge (DD-214) must be made available for inspection.

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Citizenship. Be a citizen of the United States.

Drug Screening. The Contractor and its employees shall be required to cooperate with any drug detection and screening procedures required by NASA.

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Certification. The Contractor shall certify that all security force personnel hired at the WFF comply with requirements for employment with a security guard company in the Commonwealth of Virginia and be authorized employment with such a company.

Physical Qualifications. Pass a physical examination given by a licensed physician or health care professional prior to assignment and yearly thereafter. A written certification from the examining physician that the employee meets the following

physical qualifications shall be provided to the CO following each examination. The following physical requirements apply to all security personnel who are armed or who will be armed:

Vision. Distant visual acuity in each eye shall be correctable to 20/30 in the better eye and 20/40 in the other eye with eyeglasses or contact lenses. If uncorrected distance vision is not at least 20/40 in the better eye, the individual shall carry an extra pair of corrective lenses. Near visual acuity, corrected or uncorrected, shall be at least 20/40 in the better eye. Field of vision must be at least 70 horizontal meridian in each eye. Where corrective eyeglasses are required, they shall be of the safety glass type. The use of corrective eyeglasses or contact lenses shall not interfere with an individual's ability to effectively perform assigned security job duties during normal or emergency operations. The ability to distinguish red, green, and yellow colors is required. Loss of vision in one eye is disqualifying. Glaucoma shall be disqualifying unless controlled by acceptable medical or surgical means, provided such medications, as may be used for controlling glaucoma do not cause undesirable side effects which adversely affect the individual's ability to perform assigned security job duties, and provided the visual requirements stated above are met. On-the-job evaluation shall be used for individuals who exhibit a mild color vision defect.

Hearing Individuals shall not have hearing loss in the better ear greater than 30 decibels average at 500 Hz, 1000 Hz, and 2000 Hz, with no level greater than 40 decibels at any one frequency (by ISO 389 "Standard Reference Zero for the Calibration of Purtone Audiometer" (1975) or ANSI S3.6-1969 (r. 1973) "Specifications for Audiometers"). Use of a hearing aid is acceptable provided suitable testing procedures demonstrate auditory acuity equivalent to the above stated requirement and its use does not decrease the effective performance of the individual's assigned guard duties during normal or emergency operations.

Physical Condition. All security personnel who are armed or who will be armed shall be in good physical condition, able to protect themselves and others, and be able to withstand sudden emotional stress and physical exertion in apprehension of suspects and violators. Pursuit may be on foot, requiring running, jumping, climbing, and/or crawling, followed by physical contact to overpower the violator as necessary.

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Diseases. Individuals shall have no established medical history or medical diagnosis of epilepsy or diabetes or where such a condition exists, the individual shall provide medical evidence that the condition can be controlled with proper medication so that the individual will not lapse into a coma or unconscious state while performing assigned security duties.

Addiction. Individuals shall have no established medical history or medical diagnosis of habitual alcoholism or drug addiction or where such a condition has existed, the individual shall provide certified documentation of having completed a rehabilitation program that would give a reasonable degree of confidence that the individual would be capable of performing assigned security duties.

Other Physical Requirements. An individual who has been incapacitated due to serious illness, injury, disease, or operation, which could interfere with the effective performance of assigned security duties, shall, prior to resumption of such duties, provide medical evidence of recovery and ability to perform such duties.

Standard: All requirements are performed accurately, in a timely manner, and in accordance with all references, directives, and SOPs.

10.16.3 Personnel Security Clearance Requirements

Requirement: The Contractor shall:

Be required to perform a thorough pre-employment investigation on employees prior to selection of the employee to work on this contract. Personnel selected shall meet fitness standards as described below.

Be eligible for and is required to obtain a facility clearance to the level of SECRET. All security force personnel shall be cleared to the SECRET level.

Obtain all investigative forms and forward completed forms and information as required under guidelines established by the National Industrial Security Program (NISP) for a security clearance at the SECRET level.

Provide the CO a copy of the Letters of Consent received from DSS granting such clearances prior to assignment of any employee to duty at one of the following posts.

Ensure that the Contractor's facility is cleared as of the first day of the contract under guidelines established by the NISP. At least 80% of the security force shall be cleared to the level of SECRET within 30 days of the first day of the contract. Upon favorable completion of the investigation and receipt of Letter of Consent, the Contractor shall submit a clearance visitation letter to the CO validating that the employee has a valid SECRET security clearance.

Ensure that the contract employees assigned to the positions indicated below possess a Secret security clearance as of the first day of the contract.

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Bldg. V-10/V-20

Bldg. V-24

Bldg. R-30

Locksmith

Security Roving Patrol, Main Base

Security Roving Patrol, Wallops Island and Mainland

Standard: All requirements are performed accurately, in a timely manner, and in accordance with all references, directives, and SOPs.

10.16.4 Uniforms, Equipment, and Materials

Requirement: The Contractor shall:

Furnish and maintain in acceptable condition, at no cost to the contract employees, all items of uniforms and equipment necessary to perform work required by the contract.

Furnish each security guard with law enforcement grade equipment or equipment that meets MIL standards as described below.

Furnish each shift supervisor, operations management personnel, and security guard a complete uniform as described below and shall ensure that all personnel are in proper uniform while on duty.

The uniform for uniformed management, supervisory, and security guard personnel assigned to the WFF will be standard for all personnel as indicated below. Administrative and technical support personnel shall be furnished a uniform of industrial clothing, as agreed to by the Government, and suitable for performing the duties and functions of the position. All personnel shall wear a nametag or have their name embroidered on their uniform shirt and/or outer garment; however, all uniforms will be consistent. The uniform will consist of the following:

10.16.4.1 Uniformed Operations Management, Supervisors, and Guards

Shirt- short sleeve, white w/epaulettes (management and supervisors only)

Shirt - short sleeve, blue, w/epaulettes (security guards only)

Slacks/Trousers – gray

Hat - straw, navy, "Sheriff"

Hat - winter, Antron, navy, fur, "Trooper"

Hat Cover - plastic, rain

Sweater - V-neck, black, military acrylic, w/epaulettes

Jacket – winter, navy, "Bomber/Flight"

Raincoat – yellow, heavy gauge rubber laminated to textile base
Tie – navy (men's/women's)

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Belt – trouser, black
Belt – gun, black, “Sam Browne”
Holster – black
Ammunition Pouch – black
45 Rounds Ammunition – service, 9mm
Carrying Case – radio
Flashlight holder – black
Key holder – black
Belt Keeper – black
Whistle – metal, silver
Totes – black
Insignia Bars – “Captain,” “Lieutenant,” “Sergeant,” etc.
Chevrons, “Sergeant” (supervisors only)
Shoulder Markers – (supervisors and operations management only)
Handcuffs – Peerless, std. law enforcement, silver, w/case
Law Enforcement Shields (one on the shirt and one on the hat) –
to be furnished by the Government

10.16.4.2 Administrative Personnel

Shirt – short sleeve, white, plain
Slacks/Trousers – gray (men's/women's)
Sweater – zipper front, navy
Tie – navy (men's/women's)
Belt – trouser, black (men only)

10.16.4.3 Technical Personnel

Shirt – short sleeve, cotton or poly blend polo, gray
Slacks/Trousers – gray, khaki
Jacket – 3-seasons, black and green, “Bomber/Flight”
Sweater – zipper front, navy
Belt – trouser, black
Carrying Case – radio

Standard: All requirements are performed accurately, in a timely manner, and in accordance with all references, directives, and SOPs.

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10.17 Intentionally left blank

10.18 Reporting Requirements

Introduction: The Government needs to be cognizant of the activities of the Contractor and what is being accomplished on a routine basis.

10.18.1 Routine Administrative Reports

Requirement: The Contractor shall:

Document all work accomplished in accordance with the specifications provided by the CO.

Report to the CO significant actions accomplished on a regular basis and at times specified by the CO. The reports must be easy to read and need to be completed in a consistent manner to avoid any potential confusion and shall be maintained on file by the Contractor. The report log will be made readily available for inspection by the Government.

Provide a written report of all security and security-related incidents within 24 hours of occurrence, making immediate notifications as appropriate and required.

Compile statistical data; prepare recommendations, and present briefings concerning security controls for major hazardous activities, security vulnerabilities, special escorts, and mission-specific events.

Comply with all "reporting requirements" in the National Industrial Security Program, Operating Manual (NISPOM). All reports submitted external to the facility must be immediately brought to the attention of the CO. The Contractor shall submit a copy of all reports to the CO.

Standard: All requirements are performed accurately, in a timely manner, and in accordance with all references, directives, and SOPs.

10.18.2 Customer Satisfaction/Complaints

Requirement: The Contractor shall:

Provide security services that result in a high level of customer satisfaction. The Government will evaluate customer satisfaction using various forms of formal and informal customer feedback on all areas of operation.

Receive complaints from any person concerning security, safety, and law enforcement within the Government's jurisdiction. Such complaints shall be promptly documented and reported to the CO for resolution and disposition. The Contractor shall notify the CO of such complaints as specified herein but in no case more than 24 hours after the Contractor receives the complaint.

Document all forms of written, telephonic, email, and in-person customer comments and complaints received.

Provide, on a daily basis to the CO, a written summary of corrective actions taken on all forms of customer complaints received.

Make available the Contract Manager to discuss with the CO all instances of customer dissatisfaction.

Be an active team member with the Government in seeking process improvements that result in higher levels of future customer satisfaction related to security services provided.

Standard: All requirements are performed accurately, in a timely manner, and in accordance with all references, directives, and SOPs.

10.19 Firearms/Weapons

Introduction: The authority of Contractor security personnel to detain and/or make arrests shall be that of private citizens as defined by the laws of the Commonwealth of Virginia except for those employees certified under the Federal Arrest Authority (FAA) Program. Security personnel shall be under a duty by virtue of employment under this contract to exercise that authority in the manner directed by the contract.

Requirement: The Contractor shall:

Ensure that all management, supervisory, and uniformed security guard personnel be trained, qualified, and certified in the use, safety, and responsibilities of carrying weapons; i.e., handguns and have successfully completed training in the use of deadly force. The Government will provide a sufficient number of 9mm semi-automatic handguns for all required full-time and part-time uniformed personnel.

Ensure that all management, supervisory and uniformed security guard personnel are trained, qualified, and certified in the use, safety, and responsibilities of using a 12-gauge shotgun. The Contractor shall provide two 12-gauge shotguns.

Provide the necessary training to fulfill this requirement and shall bear all liability for personnel armed and trained under the Contractor's responsibility. If the CO determines Contractor employees do not possess required firearms proficiency training and qualifications, or if employees fail to successfully complete firearms sustainment training, annual requalification, and in-service refresher training, the CO will direct the Contractor to

immediately remove such employees from duty and provide qualified replacements at no additional cost to the Government. Ensure that all personnel authorized to carry firearms are certified under NASA, and Navy requirements and guidelines. Training, re-certification, and qualification shall be conducted no less than twice annually for all personnel authorized to be armed.

Ensure all Government-furnished weapons are maintained in good working condition, serviced by a qualified, certified armorer in accordance with DOD or equivalent standards.

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Ensure each member of the guard force required to carry a firearm complies with all current state and local firearm suitability, licensing, and permit requirements.

Obtain a NASA and Commonwealth of Virginia handgun carry permit for each guard required to carry a firearm, except where precluded by local law or ordinance, and maintain copies on file of the current firearm permits for each guard. A copy of each guard's permits will be provided to the CO at least three working days prior to the anticipated assignment date of any individual. All guards shall carry their permit on their person while on duty. The CO shall be immediately notified should such permits be terminated, revoked, or suspended at any time and the guard(s) affected shall be immediately removed from the post.

Posts and positions to be manned with armed management, investigative, supervisory, and/or uniformed security guard personnel will be designated by the CO and may be changed or altered in accordance with Government security requirements. Personnel who are not permitted to be armed because of non-qualification in classroom or on-range training for non-acceptance by the Commonwealth of Virginia standards or who have not yet been given the specified training; e.g., new employees, will be permitted to man "unarmed" posts, if available, for a period of one hundred twenty (120) days or until they have qualified or are certified by the Commonwealth of Virginia and issued a handgun permit, whichever is sooner.

Standard: All requirements are performed accurately, in a timely manner, and in accordance with all references, directives, and SOPs.

10.20 Communications

Requirement: The Contractor shall:

Ensure that the Contractor's base station, the Emergency Operations Center (EOC), and/or shift supervisor may contact

each employee on security duty within 1 minute. The Government will furnish sufficient communications equipment.

Comply with appropriate Federal regulations pertaining to all communications.

Be capable of establishing radio communications within 1 minute with the EOC.

Standard: All requirements are performed accurately, in a timely manner, and in accordance with all references, directives, and SOPs.

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January 2006

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10.21 Vehicles

Requirement: The Contractor shall:

Provide an adequate number of patrol, technical support, and other necessary vehicles to support the security requirements and conditions of the facility, to include, but not limited to: security patrols; locksmithing; electronic security support; classified material pickup, transport, distribution, and destruction; perimeter fence inspections; beach inspections; and emergency response. Security patrol vehicle types should include routine vehicular patrol, all-weather/all-terrain, emergency response, and equipment and material transports.

Ensure that all vehicles are in working order and in service at all times and provide for the performance of all routine maintenance and repairs to the vehicles, and shall provide for the replacement when any one of the vehicles is removed from security service for repair or maintenance for a period longer than 8 hours.

Bear all costs of maintenance and upkeep, insurance and liability, and outfitting all required vehicles. These vehicles shall be dedicated to the exclusive use of the contract and shall not be removed from this contract without prior approval of the CO.

Ensure that the usage of all of the Contractor-provided vehicles specified in this contract is restricted solely to functions in the performance of security services required under this contract and is not be used for personal services by the Contractor's employees.

Ensure that all vehicles are American made. They may be used vehicles but cannot be more than six years old or have more than 60,000 miles. They must be air-conditioned, in first class condition operationally and in interior and exterior appearance. Vehicles smaller than sub-compact automobiles and two-

wheeled or three-wheeled vehicles may be used only with the CO's approval.

Comply with the Commonwealth of Virginia inspection laws. All vehicles will be properly identified and equipped, as follows:

Marked "Security Patrol" in blue, 3-inch lettering (the location of the markings shall be approved by the CO)

Bar-mounted, integral unit with sirens, external speaker, and flashing lights (red and blue emergency lights)

Government-furnished, Contractor installed radio communications

First aid kit

Two class ABC 15-pound fire extinguishers

Highway warning devices (in accordance with federal MVSS125.A-A-21-28)

All parts and materials necessary to perform both routine and emergency maintenance and other repairs to the Contractor-provided vehicles

Standard: All requirements are performed accurately, in a timely manner, and in accordance with all references, directives, and SOPs.

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10.22 Locksmith Services

Introduction: The Government considers the requirement for locksmith services as "key services" on the contract. As such, any situation, which results in the inability to provide such service, must be approved in advance by the CO. The Government plans a significant increase in the number of installations and maintenance requirements for electric strikes related to electronic access control systems throughout the facility.

Requirement: The Contractor shall:

Provide certified locksmiths to provide continuous services on the Main Base and on Wallops Island.

Provide locksmith services, including but not limited to installation, repair, and preventative maintenance for:

All mechanical and electro-mechanical locks and locking systems;

Vaults and security containers;

Lock hardware in use at Government facilities, on filing cabinets, office equipment, and Government leased and owned buildings and vehicles;

Changing of combinations on security containers, safes, vaults, padlocks;

Keying and re-keying of all Best industrial lock and key systems cylinder cores, or other brands which the Government may specify.

Provide configuration management of Federal Specification FF-L-2740 (currently the Navy uses MAS-Hamilton X-07) electromechanical combination locking devices on security containers, strong-room doors, and vaults.

Open locked containers and changing safe combinations.

Provide lock and key control including, but not limited to, receiving, securing, issuing, and accounting for all keys issued to the Contractor or placed under the Contractor's control.

Combine all cores and other series type locks and die stamp with series designation. NASA at WFF utilizes the Best Universal 6-barrel and 7-barrel and Best Peaks 7-pin removable-type cores on all door hardware.

Make, duplicate, and issue keys.

Complete routine work within 2 workdays upon receipt of a request. Upon receipt of a key request, keys will be issued within 1 workday. Completion of work requests within the prescribed time period is contingent upon availability of locking hardware, locks, and/or keys and availability of support from the Government.

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Operate, maintain, and control a system of records for keys issued, returned, lost, etc. and shall maintain the databases which are used for recording cores installed/removed and keys issued, lost, replaced, etc. Information shall be entered and updated daily in the databases with no errors.

Complete Standard Form 700, Security Container Information, for all combination changes. The combination shall be set when a safe/vault/lock is put into service. The combination shall be changed as required. The sealed envelopes will be hand-delivered to the CO the day the combination is changed.

Maintain in serviceable condition the necessary equipment and materials for the locksmith to satisfactorily complete the assigned duties and tasks. The cores and hardware will be free from dust, dirt, and debris and will function properly at all times.

Maintain a current and comprehensive inventory of all spares, parts, tools, publications, and equipment required to meet all requirements for services.

Research sources of locksmith parts and supplies, prepare ordering invoices for approval and submission by the Government for procurement/purchase.

Recommend solutions to locksmith problems or recommend upgrades in service, equipment, and software to the Government, which would result in cost savings, efficiency improvements, or improved customer service.

Configuration management and record keeping of approximately 600-1000 changeable core mechanisms, and all corresponding masters, sub-master, and individual keys issued.

Provide an accurate inventory of all installed cores, keys, and locations where installed, with any additional amplifying information regarding a specific problem or situation.

Maintain completely equipped, Government furnished locksmith workspaces in Building V-10 and Building N-127 in a clean, efficiently organized condition, at all times conducive to quality production and service.

Clean up on a daily basis, accumulations of trash, dirt, or any by-products of locksmith work. Vehicles used by locksmiths must be maintained in a clean condition inside and outside, with tools and parts stored safely and neatly at all times. Organization and storage of all parts, tools and materials must meet or exceed Government standards in effect.

Provide an accurate inventory and accounting for all specific uninstalled spares, tools, or devices required to maintain the requirements of this contract within 2 hours of a request by the Government.

Provide an accurate, comprehensive inventory of all accountable items in the Contractors custody, which are required to meet the locksmith requirements of this contract within 4 working days of a request by the Government.

Respond within 4 hours to a request for after-hours service, authorized by the CO, to correct an emergency situation or to correct a problem that prevents the Government from accomplishing a mission requirement.

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Standard: All requirements are performed accurately, in a timely manner, and in accordance with all references, directives, and SOPs.

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10.23 Federal Arrest Authority

Introduction: NASA is responsible for protecting vital national security interests. In order to counteract vulnerabilities, Section 206 of Public Law 100-685, November 17, 1988, amended Section 304 of the National Aeronautics and Space Act of 1958. This Amendment authorized the Administrator to prescribe regulations, as approved by the Attorney General, for the limited exercise of FAA.

Requirement: The Contractor shall:

Ensure that all employees granted FAA by NASA are certified graduates in accordance with the training described in, but not limited to, NPG 1620.1, Appendix D, NASA Federal Arrest Authority Training. Training will be provided by the Government.

Ensure that all employees in management supervisory positions receive the training and are certified and that there is at least one certified employee on duty per shift.

Provide a written report by a physician within the limits of an annual examination that the candidate to perform FAA duties is physically fit as well as emotionally stable.

Ensure that the candidate has completed required inservice Use of Force training, intermediate to deadly force; semiannual qualification with assigned firearm; judgmental shooting with the NASA Firearms Training System or equivalent training system; and NASA regulations and Center implementing instructions and training concerning FAA.

Ensure that individuals authorized FAA carry the appropriate Miranda Advisement of Rights cards.

Standard: All requirements are performed accurately, in a timely manner, and in accordance with all references, directives, and SOPs.

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January 2006

Indent: Left: 0.5", Right: 1.2", Space Before: 6 pt, After: 6 pt, No widow/orphan control, Tabs: 0.42", Left + 0.5", Left + 5.99", Right, Leader: ... + 6.49", Right, Leader: ...

| | | | |
|---|--|--|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE 1 OF 4 PAGES |
| 2. AMENDMENT/MODIFICATION NO. 159 | 3. EFFECTIVE DATE See Block 16C. | 4. REQUISITION/PURCHASE REQ. NO. See Block 14 | 5. PROJECT NO. (If applicable) N/A |
| 6. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Wallops Flight Facility Attn: Kimberley Sweep/Code 210.W/757-824-2363 Wallops Island, VA 23337 | | 7. ADMINISTERED BY (If other than item 6) CODE | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) The Cube Corporation 45665 Willow Pond Plaza Sterling, VA 20164 | | (4) | 9A. AMENDMENT OF SOLICITATION NO. |
| | | | 9B. DATED (SEE ITEM 11) |
| | | X | 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS5-01080 |
| | | | 10B. DATED (SEE ITEM 13) July 26, 2001 |
| CODE | FACILITY CODE | | |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
- Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
- (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) **BNC: GFE** **PPC: BX**
TOTAL ESTIMATED COST: \$151,515,670.00 **TOTAL CONTRACT FUNDING: \$113,108,185.35**

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

| | |
|-----|---|
| (4) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(p). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER Specify type of modification and authority) This unilateral modification is issued pursuant to 52.232-22 Limitation of Funds (APR 1984) |

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. The purpose of this modification is to change funding for the subject contract.

(Continued on Page 2)

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| | | | |
|--|------------------|---|---------------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Pamela J. Taylor | |
| 15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i> | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY Original Signed <i>(Signature of Contracting Officer)</i> | 16C. DATE SIGNED 03/01/2006 |

2. Section B, Paragraph B.9 – Contract Funding, is hereby changed to add an increment of funds as follows:

| <i>BASELINE</i> | | | |
|---|------------------|----------------|------------------|
| | FROM | BY | TO |
| Target Cost | \$63,367,031.53 | \$1,288,136.49 | \$64,655,168.02 |
| Target Fee (5.5%) | \$3,485,186.73 | \$70,847.51 | \$3,556,034.24 |
| Total Funds Obligated | \$66,852,218.26 | \$1,358,984.00 | \$68,211,202.26 |
| <i>IDIQ</i> | | | |
| | FROM | BY | TO |
| Target Cost | \$42,032,017.15 | \$524,364.93 | \$42,556,382.08 |
| Target Fee (5.5%) | \$2,311,760.94 | \$28,840.07 | \$2,340,601.01 |
| Total Funds Obligated | \$44,343,778.09 | \$553,205.00 | \$44,896,983.09 |
| <i>BASELINE & IDIQ TOTAL</i> | | | |
| | FROM | BY | TO |
| Target Cost | \$105,399,048.67 | \$1,812,501.42 | \$107,211,550.09 |
| Target Fee (5.5%) | \$5,796,947.68 | \$99,687.58 | \$5,896,635.26 |
| TOTAL OBLIGATED | \$111,195,996.35 | \$1,912,189.00 | \$113,108,185.35 |

TOTAL CHANGE IN CONTRACT FUNDING: \$1,912,189.00.

The period of performance covered by the obligation of allotted funding is extended to July 3, 2006.

3. ACCOUNTING AND APPROPRIATION DATA

| | | | |
|-----------------------|------------------|-----------------------|------------|
| OBLIGATE: | | | |
| BASELINE: | PR NUMBER | AMOUNT | SOW |
| | 4200146776 | \$ 18,391.00 | 10 |
| | 4200146776 | \$ 975.00 | 7 |
| | 4200146776 | \$ 10,776.00 | 6 |
| | 4200146776 | \$ 6,794.00 | 12 |
| | 4200146776 | \$ 75,817.00 | 3 |
| | 4200146776 | \$ 7,058.00 | 10 |
| | 4200146776 | \$ 23,505.00 | 14 |
| | 4200146776 | \$ 60,124.00 | 15 |
| | 4200146776 | \$ 21,062.00 | 16 |
| | 4200146776 | \$ 120,000.00 | 10 |
| | 4200146776 | \$ 348.00 | 2 |
| | 4200146776 | \$ 40,000.00 | 3 |
| | 4200146776 | \$ 8,000.00 | 7 |
| | 4200146776 | \$ 9,000.00 | 6 |
| | 4200146776 | \$ 5,500.00 | 7 |
| | 4200146982 | \$ 200,000.00 | 10 |
| | 4200146982 | \$ 77,000.00 | 7 |
| | 4200146982 | \$ 207,757.00 | 8 |
| | 4200146982 | \$ 103,862.00 | 9 |
| | 4200147084 | \$ 625.00 | 9 |
| | 4200147084 | \$ 7,000.00 | 7 |
| | 4200147084 | \$ 4,000.00 | 7 |
| | 4200147178 | \$ 6,600.00 | 12 |
| | 4200147178 | \$ 1,740.00 | 2 |
| | 4200147178 | \$ 175,135.00 | 3 |
| | 4200147178 | \$ 31,060.00 | 14 |
| | 4200147178 | \$ 62,170.00 | 15 |
| | 4200147178 | \$ 22,685.00 | 16 |
| | 4200147178 | \$ 9,240.00 | 7 |
| | 4200147178 | \$ 42,760.00 | 6 |
| TOTAL BASELINE | | \$1,358,984.00 | |

| IDIQ: | PR NUMBER | AMOUNT | T0 |
|------------------------|------------|----------------|------------|
| | | | |
| | 4200145734 | \$ 15,000.00 | 4-16-2006 |
| | 4200146776 | \$ 1,863.00 | 5-05-2006 |
| | 4200146776 | \$ 33,596.00 | 2-08-2006 |
| | 4200146776 | \$ 21,662.00 | 4-26-2006 |
| | 4200146776 | \$ 5,388.00 | 14-03-2006 |
| | 4200146776 | \$ 4,040.00 | 14-04-2006 |
| | 4200146776 | \$ 4,294.00 | 14-06-2006 |
| | 4200146776 | \$ 9,850.00 | 15-03-2006 |
| | 4200146776 | \$ 5,573.00 | 15-04-2006 |
| | 4200146776 | \$ 4,381.00 | 15-06-2006 |
| | 4200146776 | \$ 5,000.00 | 4-27-2006 |
| | 4200146776 | \$ 24,000.00 | 5-08-2006 |
| | 4200146776 | \$ 9,333.00 | 5-07-2006 |
| | 4200146776 | \$ 36,667.00 | 3-01-2006 |
| | 4200146776 | \$ 12,857.00 | 1-00-2005 |
| | 4200146776 | \$ 2,143.00 | 3-02-2006 |
| | 4200146776 | \$ 2,000.00 | 2-04-2006 |
| | 4200146776 | \$ 3,400.00 | 6-01-2006 |
| | 4200146776 | \$ 8,000.00 | 2-19-2006 |
| | 4200146776 | \$ 10,000.00 | 1-05-2006 |
| | 4200146982 | \$ 114,583.00 | 10-02-2006 |
| | 4200146982 | \$ 30,000.00 | 15-01-2006 |
| | 4200147084 | \$ 24,015.00 | 1-01-2005 |
| | 4200147084 | \$ 1,000.00 | 5-02-2006 |
| | 4200147084 | \$ 5,600.00 | 1-01-2005 |
| | 4200147084 | \$ 1,000.00 | 1-01-2005 |
| | 4200147084 | \$ 1,000.00 | 5-15-2006 |
| | 4200147178 | \$ 36,780.00 | 2-09-2006 |
| | 4200147178 | \$ 44,070.00 | 4-25-2006 |
| | 4200147178 | \$ 7,674.00 | 14-02-2006 |
| | 4200147178 | \$ 9,662.00 | 14-05-2006 |
| | 4200147178 | \$ 7,064.00 | 14-07-2006 |
| | 4200147178 | \$ 19,815.00 | 15-05-2006 |
| | 4200147178 | \$ 9,316.00 | 15-07-2006 |
| | 4200147178 | \$ 8,419.00 | 15-10-2006 |
| | 4200147178 | \$ 7,160.00 | 5-04-2006 |
| | 4200147178 | \$ 7,000.00 | 5-17-2006 |
| TOTAL IDIQ | | \$ 553,205.00 | |
| TOTAL OBLIGATED | | \$1,912,189.00 | |

4. No other changes to the subject contract are made by issuance of this modification.

(End of Modification)

| | | | |
|---|--|---|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE 1 OF 4 PAGES |
| 2. AMENDMENT/MODIFICATION NO. 160 | 3. EFFECTIVE DATE See Block 16C. | 4. REQUISITION/PURCHASE REQ. NO. See Block 14 | 5. PROJECT NO. (If applicable) N/A |
| 6. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Wallops Flight Facility Attn: Kimberley Sweep/Code 210.W/757-824-2363 Wallops Island, VA 23337 | | 7. ADMINISTERED BY (If other than Item 6) CODE | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) The Cube Corporation 45665 Willow Pond Plaza Sterling, VA 20164 | | (4) | 9A. AMENDMENT OF SOLICITATION NO. |
| | | | 9B. DATED (SEE ITEM 11) |
| | | X | 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS5-01080 |
| | | | 10B. DATED (SEE ITEM 13) July 26, 2001 |
| CODE | FACILITY CODE | | |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

BNC: GFE

PPC: BX

TOTAL ESTIMATED COST: \$151,515,670.00

TOTAL CONTRACT FUNDING: \$115,422,226.88

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

| | |
|-----|---|
| (4) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER Specify type of modification and authority) This unilateral modification is issued pursuant to 52.232-22 Limitation of Funds (APR 1984) |

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. The purpose of this modification is to change funding for the subject contract.

(Continued on Page 2)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| | | | |
|---|------------------|---|-------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Pamela J. Taylor | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| (Signature of person authorized to sign) | | BY Original Signed (Signature of Contracting Officer) | 03/14/2006 |

2. Section B, Paragraph B.9 – Contract Funding, is hereby changed to add an increment of funds as follows:

| BASELINE | | | |
|----------------------------------|------------------|----------------|------------------|
| | FROM | BY | TO |
| Target Cost | \$64,655,168.02 | \$1,478,173.01 | \$66,133,341.03 |
| Target Fee (5.5%) | \$3,556,034.24 | \$81,299.52 | \$3,637,333.76 |
| Total Funds Obligated | \$68,211,202.26 | \$1,559,472.53 | \$69,770,674.79 |
| IDIQ | | | |
| | FROM | BY | TO |
| Target Cost | \$42,556,382.08 | \$715,231.28 | \$43,271,613.36 |
| Target Fee (5.5%) | \$2,340,601.01 | \$39,337.72 | \$2,379,938.73 |
| Total Funds Obligated | \$44,896,983.09 | \$754,569.00 | \$45,651,552.09 |
| BASELINE & IDIQ TOTAL | | | |
| | FROM | BY | TO |
| Target Cost | \$107,211,550.09 | \$2,193,404.29 | \$109,404,954.39 |
| Target Fee (5.5%) | \$5,896,635.26 | \$120,637.24 | \$6,017,272.49 |
| TOTAL OBLIGATED | \$113,108,185.35 | \$2,314,041.53 | \$115,422,226.88 |

The total amount of funds obligated per this modification is: \$2,316,095.00.

The total amount of funds deobligated per this modification is: (\$2,053.47)

TOTAL CHANGE IN CONTRACT FUNDING: \$2,314,041.53.

The period of performance covered by the obligation of allotted funding is extended to August 3, 2006.

3. ACCOUNTING AND APPROPRIATION DATA

| | | | |
|-----------------------|------------------|----------------|------------|
| OBLIGATE: | | | |
| BASELINE: | PR NUMBER | AMOUNT | SOW |
| | 4200148541 | \$ 350,000.00 | 15 |
| | 4200148979 | \$ 12,600.00 | 7 |
| | 4200148979 | \$ 58,000.00 | 6 |
| | 4200148979 | \$ 5,000.00 | 2 |
| | 4200148979 | \$ 228,000.00 | 3 |
| | 4200148979 | \$ 42,500.00 | 14 |
| | 4200148979 | \$ 77,500.00 | 15 |
| | 4200148979 | \$ 31,000.00 | 16 |
| | 4200148979 | \$ 15,500.00 | 12 |
| | 4200148979 | \$ 1,426.00 | 9 |
| | 4200149219 | \$ 60,000.00 | 6 |
| | 4200149219 | \$ 425,000.00 | 3 |
| | 4200149219 | \$ 55,000.00 | 2 |
| | 4200149536 | \$ 200,000.00 | 11 |
| TOTAL BASELINE | | \$1,561,526.00 | |
| IDIQ: | PR NUMBER | AMOUNT | TO |
| | 4200143529 | \$ 10,000.00 | 4-42-2006 |
| | 4200145885 | \$ 40,500.00 | 14-01-2006 |
| | 4200147746 | \$ 4,000.00 | 4-72-2006 |
| | 4200147746 | \$ 1,347.00 | 4-50-2006 |
| | 4200148060 | \$ 15,822.00 | 2-21-2005 |
| | 4200148979 | \$ 19,400.00 | 5-04-2006 |
| | 4200148979 | \$ 50,000.00 | 2-09-2006 |
| | 4200148979 | \$ 83,000.00 | 4-25-2006 |
| | 4200148979 | \$ 9,121.00 | 14-02-2006 |
| | 4200148979 | \$ 11,484.00 | 14-05-2006 |
| | 4200148979 | \$ 8,395.00 | 14-07-2006 |
| | 4200148979 | \$ 23,111.00 | 15-05-2006 |
| | 4200148979 | \$ 9,661.00 | 15-07-2006 |
| | 4200148979 | \$ 8,728.00 | 15-10-2006 |
| | 4200148979 | \$ 20,000.00 | 5-07-2006 |
| | 4200148979 | \$ 35,000.00 | 3-01-2006 |
| | 4200148979 | \$ 20,585.00 | 1-00-2005 |
| | 4200148979 | \$ 3,621.00 | 4-56-2006 |
| | 4200148979 | \$ 8,208.00 | 4-55-2006 |
| | 4200148979 | \$ 6,158.00 | 4-65-2006 |
| | 4200148979 | \$ 6,428.00 | 4-66-2006 |
| | 4200149219 | \$ 30,000.00 | 5-11-2006 |
| | 4200149219 | \$ 20,000.00 | 4-23-2006 |

| | | | |
|--------------------------|------------------|----------------|---------------|
| TOTAL IDIQ | 4200149219 | \$ 20,000.00 | 4-22-2006 |
| | 4200149219 | \$ 17,495.00 | 4-60-2006 |
| | 4200149219 | \$ 82,505.00 | 1-00-2005 |
| | 4200149219 | \$ 190,000.00 | 1-00-2004 |
| | | \$ 754,569.00 | |
| TOTAL OBLIGATED | | \$2,316,095.00 | |
| | | | |
| DEOBLIGATE: | | | |
| BASELINE: | PR NUMBER | AMOUNT | SOW/TO |
| | 4200059122 | \$ (2,053.47) | 7 |
| IDIQ: | PR NUMBER | AMOUNT | SOW/TO |
| | | \$ - | |
| TOTAL DEOBLIGATED | | \$ (2,053.47) | |

4. No other changes to the subject contract are made by issuance of this modification.

(End of Modification)

| | | | | | | | |
|--|--|--|--|--|--|--|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE | | PAGE 1 OF 3 PAGES | |
| 2. AMENDMENT/MODIFICATION NO. 161 | | 3. EFFECTIVE DATE See Block 16C. | | 4. REQUISITION/PURCHASE REQ. NO. See Block 14 | | 5. PROJECT NO. (If applicable) N/A | |
| 6. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Wallops Flight Facility Attn: Kimberley Sweep/Code 210.W/757-824-2363 Wallops Island, VA 23337 | | CODE 210.H | | 7. ADMINISTERED BY (If other than Item 6) | | CODE | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) The Cube Corporation 45665 Willow Pond Plaza Sterling, VA 20164 | | | | (4) | | 9A. AMENDMENT OF SOLICITATION NO. | |
| | | | | | | 9B. DATED (SEE ITEM 11) | |
| | | | | X | | 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS5-01080 | |
| | | | | | | 10B. DATED (SEE ITEM 13) July 26, 2001 | |
| CODE | | FACILITY CODE | | | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | | | |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified. | | | | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) TOTAL ESTIMATED COST: \$151,515,670.00 | | | | BNC: GFE PPC: BX TOTAL CONTRACT FUNDING: \$115,088,747.88 | | | |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. | | | | | | | |
| (4) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER Specify type of modification and authority) X This unilateral modification is issued pursuant to 52.232-22 Limitation of Funds (APR 1984) | | | | | | | |
| E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return ____ copies to the issuing office. | | | | | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) | | | | | | | |

1. The purpose of this modification is to change funding for the subject contract.

(Continued on Page 2)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| | | | |
|---|------------------|---|---------------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Pamela J. Taylor | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED 03/27/2006 |
| (Signature of person authorized to sign) | | BY (Signature of Contracting Officer) | |

2. Section B, Paragraph B.9 – Contract Funding, is hereby changed to add an increment of funds as follows:

| <i>BASELINE</i> | | | |
|---|------------------|----------------|------------------|
| | FROM | BY | TO |
| Target Cost | \$66,133,341.03 | \$0.00 | \$66,133,341.03 |
| Target Fee (5.5%) | \$3,637,333.76 | \$0.00 | \$3,637,333.76 |
| Total Funds Obligated | \$69,770,674.79 | \$0.00 | \$69,770,674.79 |
| <i>IDIQ</i> | | | |
| | FROM | BY | TO |
| Target Cost | \$43,271,613.36 | (\$316,093.84) | \$42,955,519.52 |
| Target Fee (5.5%) | \$2,379,938.73 | (\$17,385.16) | \$2,362,553.57 |
| Total Funds Obligated | \$45,651,552.09 | (\$333,479.00) | \$45,318,073.09 |
| <i>BASELINE & IDIQ TOTAL</i> | | | |
| | FROM | BY | TO |
| Target Cost | \$109,404,954.39 | (\$316,093.84) | \$109,088,860.55 |
| Target Fee (5.5%) | \$6,017,272.49 | (\$17,385.16) | \$5,999,887.33 |
| TOTAL OBLIGATED | \$115,422,226.88 | (\$333,479.00) | \$115,088,747.88 |

The total amount of funds obligated per this modification is: \$389,000.00.

The total amount of funds deobligated per this modification is: (\$722,478.00)

TOTAL CHANGE IN CONTRACT FUNDING: (\$333,478.00).

The period of performance covered by the obligation of allotted funding is changed to July 30, 2006.

3. ACCOUNTING AND APPROPRIATION DATA

| | | | |
|--------------------------|-------------------|-----------------|---------------|
| OBLIGATE: | | | |
| IDIQ: | PR NUMBER | AMOUNT | T0 |
| | 4200149644 | \$ 155,000.00 | 4-62-2006 |
| | 4200150471 | \$ 154,000.00 | 1-00-2004 |
| | 4200150814 | \$ 80,000.00 | 4-62-2006 |
| | TOTAL IDIQ | \$ 389,000.00 | |
| TOTAL OBLIGATED | | \$ 389,000.00 | |
| | | | |
| DEOBLIGATE: | | | |
| IDIQ: | PR NUMBER | AMOUNT | SOW/TO |
| | 4200080516 | \$ (382,976.97) | 1-00-2004 |
| | 4200080650 | \$ (330,783.03) | 1-00-2004 |
| | 4200090889 | \$ (4,600.00) | 4-37-2005 |
| | 4200091033 | \$ (4,119.00) | 4-02-2004 |
| | Total IDIQ | \$ (722,479.00) | |
| TOTAL DEOBLIGATED | | \$ (722,479.00) | |

4. No other changes to the subject contract are made by issuance of this modification.

(End of Modification)

| | | | | | |
|---|--|---|--|---|-------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE | PAGE 1 OF 4 PAGES |
| 2. AMENDMENT/MODIFICATION NO. 162 | | 3. EFFECTIVE DATE See Block 16C. | | 4. REQUISITION/PURCHASE REQ. NO. See Block 14 | |
| 5. PROJECT NO. (If applicable) N/A | | 6. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Wallops Flight Facility Attn: Kimberley Sweep/Code 210.W/757-824-2363 Wallops Island, VA 23337 | | | |
| 7. ADMINISTERED BY (If other than Item 6) CODE | | 8. NAME AND ADDRESS OF CONTRACTOR (No Street, county, State and ZIP Code) The Cube Corporation 45665 Willow Pond Plaza Sterling, VA 20164 | | | |
| (4) | | 9A. AMENDMENT OF SOLICITATION NO. | | | |
| | | 9B. DATED (SEE ITEM 11) | | | |
| X | | 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS5-01080 | | | |
| | | 10B. DATED (SEE ITEM 13) July 26, 2001 | | | |
| CODE | | FACILITY CODE | | | |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

BNC: GFE

PPC: BX

TOTAL ESTIMATED COST: \$151,515,670.00

TOTAL CONTRACT FUNDING: \$116,790,813.79

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

| | |
|-----|---|
| (4) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER Specify type of modification and authority) This unilateral modification is issued pursuant to 52.232-22 Limitation of Funds (APR 1984) |

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. The purpose of this modification is to change funding for the subject contract.

(Continued on Page 2)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| | | | |
|---|------------------|---|---|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Pamela J. Taylor | |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer) | 16C. DATE SIGNED 04/13/2006 |

2. Section B, Paragraph B.9 – Contract Funding, is hereby changed to add an increment of funds as follows:

| BASELINE | | | |
|----------------------------------|------------------|----------------|------------------|
| | FROM | BY | TO |
| Target Cost | \$66,133,341.03 | \$746,270.51 | \$66,879,611.55 |
| Target Fee (5.5%) | \$3,637,333.76 | \$41,044.88 | \$3,678,378.63 |
| Total Funds Obligated | \$69,770,674.79 | \$787,315.39 | \$70,557,990.18 |
| IDIQ | | | |
| | FROM | BY | TO |
| Target Cost | \$42,955,519.52 | \$867,062.10 | \$43,822,581.62 |
| Target Fee (5.5%) | \$2,362,553.57 | \$47,688.42 | \$2,410,241.99 |
| Total Funds Obligated | \$45,318,073.09 | \$914,750.52 | \$46,232,823.61 |
| BASELINE & IDIQ TOTAL | | | |
| | FROM | BY | TO |
| Target Cost | \$109,088,860.55 | \$1,613,332.62 | \$110,702,193.17 |
| Target Fee (5.5%) | \$5,999,887.33 | \$88,733.29 | \$6,088,620.62 |
| TOTAL OBLIGATED | \$115,088,747.88 | \$1,702,065.91 | \$116,790,813.79 |

The total amount of funds obligated per this modification is: \$1,728,015.39.

The total amount of funds deobligated per this modification is: (\$25,949.48)

TOTAL CHANGE IN CONTRACT FUNDING: \$1,702,065.91.

The period of performance covered by the obligation of allotted funding is changed to August 22, 2006.

3. ACCOUNTING AND APPROPRIATION DATA

| | | | |
|------------------------|------------------|----------------|------------|
| OBLIGATE: | | | |
| BASELINE: | PR NUMBER | AMOUNT | SOW |
| | 4200151167 | \$ 236,550.00 | 3 |
| | 4200151167 | \$ 4,500.00 | 7 |
| | 4200151167 | \$ 3,900.00 | 7 |
| | 4200151167 | \$ 8,624.00 | 6 |
| | 4200151167 | \$ 57,106.00 | 10 |
| | 4200151167 | \$ 7,700.00 | 14 |
| | 4200151167 | \$ 10,889.00 | 16 |
| | 4200152182 | \$ 3,046.39 | 3 |
| | 4200153346 | \$ 60,000.00 | 2 |
| | 4200153346 | \$ 330,000.00 | 3 |
| | 4200153346 | \$ 65,000.00 | 6 |
| TOTAL BASELINE | | \$ 787,315.39 | |
| IDIQ: | PR NUMBER | AMOUNT | T0 |
| | 4200150056 | \$ 4,327.00 | 4-148-2005 |
| | 4200150056 | \$ 6,022.00 | 4-70-2006 |
| | 4200150056 | \$ 9,000.00 | 4-30-2006 |
| | 4200151167 | \$ 1,000.00 | 5-05-2006 |
| | 4200151167 | \$ 45,087.00 | 4-07-2006 |
| | 4200151167 | \$ 26,913.00 | 1-00-2005 |
| | 4200151167 | \$ 9,000.00 | 6-01-2006 |
| | 4200151167 | \$ 10,173.00 | 2-08-2006 |
| | 4200151167 | \$ 4,343.00 | 14-03-2006 |
| | 4200151167 | \$ 2,993.00 | 14-04-2006 |
| | 4200151167 | \$ 2,935.00 | 14-06-2006 |
| | 4200151167 | \$ 9,153.00 | 15-03-2006 |
| | 4200151167 | \$ 4,511.00 | 15-04-2006 |
| | 4200151167 | \$ 3,573.00 | 15-06-2006 |
| | 4200152182 | \$ 5,000.00 | 1-06-2006 |
| | 4200152182 | \$ 6,000.00 | 4-79-2006 |
| | 4200152182 | \$ 3,750.00 | 15-09-2005 |
| | 4200152182 | \$ 10,000.00 | 15-12-2006 |
| | 4200152182 | \$ 299,420.00 | 10-06-2006 |
| | 4200152182 | \$ 332,272.00 | 4-54-2006 |
| | 4200152182 | \$ 17,728.00 | 1-00-2005 |
| | 4200152233 | \$ 28,000.00 | 4-82-2006 |
| | 4200152233 | \$ 50,000.00 | 4-16-2006 |
| | 4200153346 | \$ 39,500.00 | 5-12-2006 |
| | 4200153346 | \$ 10,000.00 | 2-29-2006 |
| TOTAL IDIQ | | \$ 940,700.00 | |
| TOTAL OBLIGATED | | \$1,728,015.39 | |

| DEOBLIGATE: | | | |
|--------------------------|------------------|----------------|---------------|
| IDIQ: | PR NUMBER | AMOUNT | SOW/TO |
| | 840-60845A | \$ (897.53) | 10-05-2002 |
| | 840-10490A | \$ (4,954.61) | 10-05-2002 |
| | 840-60851B | \$ (5,000.00) | 10-05-2002 |
| | 840-60820A | \$ (2,015.00) | 10-05-2002 |
| | 840-60830A | \$ (739.20) | 10-05-2002 |
| | 840-60825A | \$ (0.95) | 15-02-2002 |
| | 840-60826A | \$ (0.48) | 10-05-2002 |
| | 830-60806A | \$ (603.63) | 10-08-2002 |
| | 840-60815A | \$ (1,961.37) | 11-02-2002 |
| | 840-60844A | \$ (1,683.35) | 11-02-2002 |
| | 840-60856A | \$ (1,000.00) | 11-02-2002 |
| | 840-60830A | \$ (800.00) | 11-02-2002 |
| | 840-60837A | \$ (3,739.36) | 11-02-2002 |
| | 840-60825A | \$ (2,000.00) | 11-01-2002 |
| | 840-60825A | \$ (554.00) | 15-02-2002 |
| Total IDIQ | | \$ (25,949.48) | |
| TOTAL DEOBLIGATED | | \$ (25,949.48) | |

4. No other changes to the subject contract are made by issuance of this modification.

(End of Modification)

| | | | | | | | |
|---|--|--|---------------------|--|-------------|--|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE | | PAGE 1 OF 3 | | |
| 2. AMENDMENT/MODIFICATION NO. 163 | | 3. EFFECTIVE DATE See Block 16C. | | 4. REQUISITION/PURCHASE REQ. NO. See Block 14 | | 5. PROJECT NO. (if applicable) N/A | |
| 6. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Wallops Flight Facility Attn: Kimberley Sweep/Code 210.W/757-824-2363 Wallops Island, VA 23337 | | 7. ADMINISTERED BY (if other than Item 6) CODE 210.H | | | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) The Cube Corporation 45665 Willow Pond Plaza Sterling, VA 20164 | | | | (4) | | | |
| | | | | 9A. AMENDMENT OF SOLICITATION NO. | | | |
| | | | | 9B. DATED (SEE ITEM 11) | | | |
| | | | | 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS5-01080 | | | |
| | | | | 10B. DATED (SEE ITEM 13) July 26, 2001 | | | |
| CODE | | FACILITY CODE | | | | | |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

BNC: GFE

PPC: BX

TOTAL ESTIMATED COST: \$151,671,598.00

TOTAL CONTRACT FUNDING: \$117,298,813.79

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

| | |
|-----|---|
| (4) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER Specify type of modification and authority) This unilateral modification is issued pursuant to 52.232-22 Limitation of Funds (APR 1984) |

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. The purpose of this modification is to change funding for the subject contract.

(Continued on Page 2)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| | | | |
|---|------------------|---|------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Pamela J. Taylor | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| (Signature of person authorized to sign) | | BY Original Signed (Signature of Contracting Officer) | |
| | | May 8, 2006 | |

2. Section B, Paragraph B.9 – Contract Funding, is hereby changed to add an increment of funds as follows:

| <i>BASELINE</i> | | | |
|---|------------------|--------------|------------------|
| | FROM | BY | TO |
| Target Cost | \$66,879,611.55 | \$432,227.49 | \$67,311,839.03 |
| Target Fee (5.5%) | \$3,678,378.63 | \$23,772.51 | \$3,702,151.15 |
| Total Funds Obligated | \$70,557,990.18 | \$456,000.00 | \$71,013,990.18 |
| <i>IDIQ</i> | | | |
| | FROM | BY | TO |
| Target Cost | \$43,822,581.62 | \$49,289.10 | \$43,871,870.72 |
| Target Fee (5.5%) | \$2,410,241.99 | \$2,710.90 | \$2,412,952.89 |
| Total Funds Obligated | \$46,232,823.61 | \$52,000.00 | \$46,284,823.61 |
| <i>BASELINE & IDIQ TOTAL</i> | | | |
| | FROM | BY | TO |
| Target Cost | \$110,702,193.17 | \$481,516.59 | \$111,183,709.75 |
| Target Fee (5.5%) | \$6,088,620.62 | \$26,483.41 | \$6,115,104.04 |
| TOTAL OBLIGATED | \$116,790,813.79 | \$508,000.00 | \$117,298,813.79 |

TOTAL CHANGE IN CONTRACT FUNDING: \$508,000.00.

The period of performance covered by the obligation of allotted funding is extended to August 29, 2006.

3. ACCOUNTING AND APPROPRIATION DATA

| | | | |
|------------------------|------------------|---------------|------------|
| OBLIGATE: | | | |
| BASELINE: | PR NUMBER | AMOUNT | SOW |
| | 4200153219 | \$ 80,000.00 | 12 |
| | 4200155624 | \$ 376,000.00 | 11 |
| TOTAL BASELINE | | \$ 456,000.00 | |
| | | | |
| IDIQ: | PR NUMBER | AMOUNT | T0 |
| | 4200154361 | \$ 20,000.00 | 5-12-2006 |
| | 4200155185 | \$ 20,000.00 | 4-104-2006 |
| | 4200156012 | \$ 12,000.00 | 4-42-2006 |
| TOTAL IDIQ | | \$ 52,000.00 | |
| TOTAL OBLIGATED | | \$ 508,000.00 | |

4. No other changes to the subject contract are made by issuance of this modification.

(End of Modification)